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AMENDMENT AND EXTENSION OF A PAID UP OIL AND GAS LEASE

STATE OF TEXAS

COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Paul Benson, whose address is 6006 S. 89 East Avenue, Tulsa, Oklahoma 74145 ("Lessor") executed that certain Paid Up Oil and Gas Lease dated May 20th, 2006, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118, being the same lease referenced in that certain Memorandum of Oil and Gas Lease, under the same date which is recorded as Document #D206369982 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional forty-five (45) days as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to July 4, 2008, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby executed this 14th day of May, 2008.

LESSOR(whether one or more):


Paul Benson

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA

COUNTY OF Tulsa

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This instrument was acknowledged before me on this the 15 day of May, 2008, by Paul Benson.




Notary Public, State of Oklahoma



LIZ CHRISTIANSON
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
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Filed For Registration: 05/19/2008 01:56 PM
Instrument #: D208185890
LSE 2 PGS \$16.00

By: _____



D208185890

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